

# EXHIBIT V

**HAINES LAW GROUP, APC**

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Attorneys for Plaintiff

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange

**11/07/2018** at 02:28:12 PM

Clerk of the Superior Court  
By Sarah Loose, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

JENNIFER ROMERO, as an individual and  
on behalf of all other aggrieved employees,

Plaintiff,

vs.

AMAZON.COM SERVICES, INC., a  
Delaware Corporation; AMAZON  
LOGISTICS, INC., a Delaware Corporation;  
and DOES 1 through 100,

Defendants.

Case No. 30-2018-01031789-CU-OE-CXC

**REPRESENTATIVE ACTION  
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE § 2698 et seq.)**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

Assigned: Judge Randall J. Sherman

Dept: CX105

1 Plaintiff Jennifer Romero ("Plaintiff") on behalf of herself and all other aggrieved  
2 employees, hereby brings this Representative Action Complaint against Defendants Amazon.com  
3 Services, Inc., a Delaware Corporation; Amazon Logistic, Inc., a Delaware Corporation; and  
4 DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges as  
5 follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all other aggrieved employees, hereby brings this  
8 representative action for recovery of civil penalties under California Labor Code §§ 2698 *et seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,  
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in California,  
11 or otherwise intentionally avail themselves to the California market so as to render the exercise  
12 of jurisdiction over them by the California courts consistent with the traditional notions of fair  
13 play and substantial justice.

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California  
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions  
17 complained of herein occurred in the County of Orange. Further, at all times relevant herein  
18 Plaintiff was employed by Defendants within the County of Orange.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
21 Plaintiff was, and currently is, a California resident, residing in the County of Orange. During  
22 the one year immediately preceding the filing of this Representative Action Complaint and within  
23 the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was  
24 employed by Defendants as a non-exempt Delivery Driver, although Defendants misclassified  
25 Plaintiff and other aggrieved employees as independent contractors.

26 5. Plaintiff is informed and believes, and based thereon alleges, that during the one  
27 year preceding Plaintiff's notification of Defendants and the California Labor and Workforce  
28 Development Agency ("LWDA") of Defendants' violations of the California Labor Code and

1 Plaintiff's intent to bring a claim for civil penalties under California Labor Code §2698 *et seq.*,  
2 as discussed *infra*, and continuing to the present, Defendants, headquartered in Seattle,  
3 Washington, did (and continue to do) business in the State of California as the largest online  
4 retailer in the world, by selling consumer goods online and delivering good to customers within  
5 a two-hour window based on orders placed by Defendants' customers online. Defendants  
6 employed Plaintiff and other, similarly-situated non-exempt Delivery Drivers within, among  
7 other counties, Orange County and the State of California, and, therefore, were (and are) doing  
8 business in Orange County and the State of California.

9         6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned  
10 herein, Defendants were licensed to do business in California and the County of Orange, and were  
11 the employers of Plaintiff and the Aggrieved employees (as defined in Paragraph 11).

12         7. Plaintiff does not know the true names or capacities, whether individual, partner,  
13 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said  
14 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
15 amend this Representative Action Complaint when such true names and capacities are discovered.  
16 Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious defendants,  
17 whether individual, partners, or corporate, were responsible in some manner for the acts and  
18 omissions alleged herein, and proximately caused Plaintiff and the Aggrieved employees (as  
19 defined in Paragraph 11) to be subject to the unlawful employment practices, wrongs, injuries and  
20 damages complained of herein.

21         8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned  
22 herein, Defendants were and are the employers of Plaintiff and the aggrieved employees (as  
23 defined in Paragraph 11).

24         9. At all times herein mentioned, each of said Defendants participated in the doing  
25 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the  
26 Defendants, and each of them, were the agents, servants, and employees of each and every one of  
27 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned  
28 were acting within the course and scope of said agency and employment. Defendants, and each

1 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or  
2 omissions complained of herein.

3 10. At all times mentioned herein, Defendants, and each of them, were members of  
4 and engaged in a joint venture, partnership, and common enterprise, and acting within the course  
5 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
6 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the  
7 Aggrieved employees (as defined in Paragraph 11).

8 **REPRESENTATIVE ACTION ALLEGATIONS**

9 11. Plaintiff worked for Defendants as a Delivery Driver from approximately February  
10 2017 through March 2018. During this time, Plaintiff was improperly and willfully classified as  
11 an independent contractor by Defendants. The “aggrieved employees” whom Plaintiff seeks to  
12 represent are the other employees of Defendants who were subject to the Labor Code violations  
13 as alleged herein.

14 12. Defendants’ customers place their orders on a variety of Defendants’ online  
15 applications and typically pick a two-hour delivery window. Defendants have expanded into  
16 more than ten metropolitan areas nationwide, including Los Angeles, Orange County, San Diego  
17 and San Francisco Bay Area. Last year alone Defendants shipped more than five billion packages  
18 to customers. In light of the increased costs associated with delivering billions of packages,  
19 Defendants introduced Amazon Flex Program, which allows anyone with a car and smartphone  
20 to “[b]e your own [b]oss” delivering packages for Amazon with “great earnings” and “flexible  
21 hours.”

22 13. As part of their job duties, Plaintiff and other aggrieved employees were and are  
23 required to sign up for and download the Amazon Flex application (“Amazon Flex”). Defendants  
24 required Plaintiff and other aggrieved employees to undergo a background check, watch training  
25 videos, and provide tax and payment details all through Amazon Flex. Defendants, by and through  
26 Amazon Flex, facilitate the delivery process from the customer’s initial order through delivery.  
27 Amazon promises users: “Dedicated teams of people working from urban fulfillment centers (and  
28 local stores and restaurants) will deliver orders.” Amazon customers can then use the Amazon

1 application to track the progress/route of their deliveries from the Amazon fulfillment centers to  
2 their home in real-time.

3 14. Defendants exercise complete control over the work performed and manner and  
4 means in which the work is performed. Plaintiff and other aggrieved employees are required to  
5 scan each package into Amazon Flex for real time tracking and follow the designated routes set  
6 by Defendants. Defendants also instruct Plaintiff and other non-exempt Delivery Drivers as to  
7 how to conduct themselves with Defendants' customers, what time to make their deliveries, how  
8 to scan packages, and how to properly pick up and return packages at Defendants' delivery  
9 stations. Plaintiff and other aggrieved employees can be penalized or terminated for missing  
10 scheduled shifts or delivering packages late.

11 15. At all relevant times, Plaintiff and other aggrieved employees' job duties included,  
12 but were not limited to, picking up packages from Defendants' delivery stations across California,  
13 and delivering said packages directly to Amazon customers. Plaintiff and other aggrieved  
14 employees also picked up orders directly from local stores/restaurants and delivered them to  
15 Amazon customers.

16 16. Due to the varied and often distant delivery drop off locations, and unpredictable  
17 traffic conditions, it was often necessary for Plaintiff and other aggrieved employees to work  
18 beyond their scheduled delivery blocks, and therefore, more than 8 hours per work day and/or  
19 more than 40 hours per work week. As a result, Plaintiff and other aggrieved employees regularly  
20 worked in excess of eight hours per work day and/or more than forty hours per work week, but  
21 did not receive overtime compensation equal to one and one-half times their regular rate of pay  
22 for working overtime hours. Instead, Plaintiff and other aggrieved employees were paid based  
23 on a flat hourly rate.

24 17. Furthermore, Defendants never tracked the total hours worked by Plaintiff and  
25 other aggrieved employees and required Plaintiff and other aggrieved employees to make  
26 deliveries outside of the predetermined block hours for which they were paid. For shifts during  
27 which Plaintiff and other aggrieved employees were compensated solely by way of hourly  
28 compensation, Plaintiff and other aggrieved employees were not separately compensated for

1 additional time spent beyond the set delivery block hours. As a result, Plaintiff and other  
2 aggrieved employees did not receive overtime compensation for shifts worked longer than 8  
3 hours, and were not paid at least the minimum wage for all hours worked.

4 18. In addition, Defendants failed to provide Plaintiff and other aggrieved employees  
5 with all statutorily-mandated meal periods, due to Defendants' unlawful meal period policies  
6 and/or practices, which failed to provide a meal period when Plaintiff and other aggrieved  
7 employees worked shifts in excess of 5.0 hours. In the event that a required meal period was not  
8 in fact provided, Defendants never paid Plaintiff and other aggrieved employees the meal period  
9 premiums required by Labor Code § 226.7.

10 19. Defendants also failed to authorize and permit Plaintiff and aggrieved employees  
11 to take all required rest periods because, on information and belief, Defendants do not maintain a  
12 lawful rest period policy, and Plaintiff and other aggrieved employees were not authorized or  
13 permitted to take rest periods. In the event that a required rest period was not in fact provided,  
14 Defendants never paid Plaintiff and other aggrieved employees the rest period premiums required  
15 by Labor Code § 226.7.

16 20. Furthermore, as part of their job duties, Plaintiff and other aggrieved employees  
17 were and are required to have and use their own personal vehicle and smartphone with "specific  
18 requirements." Plaintiff and other aggrieved employees incurred vehicle and other necessary  
19 business-related expenses, including the expense of buying/leasing a vehicle, fuel, mileage,  
20 insurance, tools and other expenses. Plaintiff and other aggrieved employees were never  
21 reimbursed for these business expenses.

22 21. As a result of Defendants' failure to pay all overtime and minimum wages, and  
23 failure to pay meal and rest period premium wages, Defendants maintained inaccurate payroll  
24 records, issued inaccurate wage statements, and did not pay Plaintiff and other aggrieved  
25 employees all wages owed at the time of their separation from employment with Defendants.

26 22. As a result of Defendants' misclassification of Ms. Romero and other aggrieved  
27 employees as independent contractors, Defendants also failed to record the actual hours worked  
28 by Ms. Romero and other aggrieved employees and also failed to pay all wages owned at the time

1 of separation from employment with Defendants.

2 23. Based on the foregoing, Plaintiff seeks to represent herself and all aggrieved  
3 employees, as defined by Labor Code § 2699(c).

4 **FIRST CAUSE OF ACTION**

5 **PRIVATE ATTORNEYS GENERAL ACT**

6 **(AGAINST ALL DEFENDANTS)**

7 24. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though  
8 fully set forth herein.

9 25. Defendants have committed several Labor Code violations against Plaintiff and  
10 other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor  
11 Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this  
12 representative action against Defendants to recover the civil penalties due to Plaintiff and other  
13 aggrieved employees, and the State of California according to proof pursuant to Labor Code §  
14 2699 (a) and (f) including, but not limited to, \$100.00 for each initial violation and \$200 for each  
15 subsequent violation per employee per pay period for the following Labor Code violations:

- 16 a. Failing to pay Plaintiff and other aggrieved employees all earned overtime  
17 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198;
- 18 b. Failing to pay minimum wages for all hours worked to Plaintiff and other  
19 aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197,  
20 and 1198;
- 21 c. Failing to provide all statutorily-mandated meal periods, or to pay premium pay  
22 in lieu thereof, to Plaintiff and other aggrieved employees in violation of Labor  
23 Code §§ 226.7 and 512;
- 24 d. Failing to authorize and permit all legally required rest periods, or to pay premium  
25 pay in lieu thereof, to Plaintiff and other aggrieved employees in violation of Labor  
26 Code §§ 226.7 and 516;
- 27 e. Failing to reimburse Plaintiff and other aggrieved employees for all necessary  
28 work expenses incurred in violation of Labor Code §§ 2802 and 2804;



- 1 f. Failing to furnish Plaintiff and other aggrieved employees with complete,
- 2 accurate, and itemized wage statements in violation of Labor Code § 226;
- 3 g. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees
- 4 upon separation of employment in violation of Labor Code §§ 201- 203;
- 5 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
- 6 twice during each calendar month in violation of Labor Code § 204; and
- 7 i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
- 8 employees in violation of Labor Code § 1174.

9 26. On or about August 27, 2018, Plaintiff notified Defendants Amazon.com,  
10 Services, Inc., and Amazon Logistics, Inc., via certified mail, and the California Labor and  
11 Workforce Development Agency (“LWDA”) via its website of Defendants’ violations of the  
12 California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California  
13 Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in  
14 Paragraph 25 (a)-(i). Now that sixty-five days have passed from Plaintiff notifying Defendants  
15 of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim  
16 under the Private Attorneys General Act with respect to these violations.

17 27. Plaintiff was compelled to retain the services of counsel to file this court action to  
18 protect her interests and the interests of other aggrieved employees, and to assess and collect the  
19 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs,  
20 which she is entitled to receive under California Labor Code § 2699.

### 21 PRAYER

22 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf  
23 this suit is brought against Defendants, jointly and severally, as follows:

24 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved  
25 employees, and the State of California according to proof pursuant to Labor Code § 2699(a) and  
26 (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each  
27 employee and \$200 for each subsequent violation or willful or intentional violation pursuant to  
28 Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully

1 withheld; (2) \$100.00 for each initial violation and \$250.00 for each subsequent violation  
2 pursuant to Labor Code § 1197.1 per employee per pay period; (3) \$250.00 for each initial  
3 violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per  
4 employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each  
5 subsequent violation per employee per pay period for those violations of the Labor Code for  
6 which no civil penalty is specifically provided, based on the following Labor Code violations;

7 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §  
8 2699(g), and Code of Civil Procedure § 1021.5; and

9 3. For such other and further relief the Court may deem just and proper.

10  
11 Dated: November 7, 2018

Respectfully submitted,  
HAINES LAW GROUP, APC

12  
13 By:



14 Paul K. Haines  
15 Attorneys for Plaintiff  
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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Paul K. Haines (SBN 248226) Haines Law Group, APC 222 N. Sepulveda Blvd., Suite 1550 El Segundo, CA 90245 TELEPHONE NO.: 424-292-2350 FAX NO.: 424-292-2355 ATTORNEY FOR (Name): Plaintiff Jennifer Romero		<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of Orange  <b>11/07/2018 at 02:28:12 PM</b> Clerk of the Superior Court By Sarah Loose, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 West Santa Ana Blvd. MAILING ADDRESS: same CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Civil Complex Center		
CASE NAME: Jennifer Romero v. Amazon.com Services, Inc., et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	
<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: 30-2018-01031789-CU-OE-CXC  JUDGE: Judge Randall J. Sherman DEPT: CX105

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |   |  |  |
|---|--|--|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input checked="" type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b><br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|
2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input checked="" type="checkbox"/> Large number of witnesses   |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence  | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 1: Civil Penalties Under the Private Attorneys General Act
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 7, 2018

Paul K. Haines

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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CM-010

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
  - Medical Malpractice—Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress

**Non-PI/PD/WD (Other) Tort**

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

**Employment**

- Wrongful Termination (36)
- Other Employment (15)

**Contract**

- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case—Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

**Real Property**

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ—Administrative Mandamus
  - Writ—Mandamus on Limited Court Case Matter
- Writ—Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment (*non-domestic relations*)
  - Sister State Judgment
  - Administrative Agency Award (*not unpaid taxes*)
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

- RICO (27)
- Other Complaint (*not specified above*) (42)
  - Declaratory Relief Only
  - Injunctive Relief Only (*non-harassment*)
  - Mechanics Lien
  - Other Commercial Complaint Case (*non-tort/non-complex*)
  - Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition